

Special Event Permit

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City of Woodburn
Special Event Park Use Permit

Upon payment of the proper fees and signatures by Permittee and authorized City Official, the following named Permittee is issued this Special Event Park Use Permit for use of _____ for the dates specified herein. This permit is subject to all park rules, policies and regulations, and to the conditions set forth below.

Name of Representative

Company/Organization

Day Phone/Evening Phone

Address

City

State

Zip

Tax I.D. #

Park

1. **LOCATION:** This Permit is issued for _____ Park (hereinafter referred to as "the Park") for _____ (hereinafter referred to as "the Event").
2. **DATES AND TIME:** This permit is valid for ____ days on the following dates: _____.
Permittee agrees that the hours of operation shall be outlined below:

<i>Type of Use</i>	<i>Dates & Times</i>		<i>Applicable Fee</i>
<i>Event Set up and Preparation:</i>			<i>(Cost included in permit fee)</i>
<i>Event Operation:</i>		<i>Time:</i>	
<i>Event Clean Up and Move Out:</i> <i>(no Event activities permitted)</i>			<i>(Cost included in permit fee)</i>
Total			

3. **DESCRIPTION:** Please provide a detailed description of the Event (attach additional sheets if necessary): _____

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4. **PARK AREA:** The exact area within the Park, for the Permit operation, will be agreed upon between City and Permittee. However, if mutually agreeable terms cannot be reached, the City's decision on the park shall be final.
5. **CONTACT PERSON:** Permittee agrees that _____ are the contact person(s) for the Event and shall remain on site and available during the entire period of the Event. Failure of Permittee to have at least one of the contact persons on site and available during the period of the Event shall constitute a revocation of this permit. The City will supply Permittee with a daytime (7:00 am – 4:00 pm) telephone number for a designated Maintenance Division contact. Off hours emergency contact shall be through police dispatch.
6. **FEE:** Permittee agrees that for the right to operate under this Permit, Permittee shall pay the City the fee of: _____ as established by City Council ordinance. Permittee shall remit payment of the fee to the Community Services Department upon execution of this permit.
7. **SECURITY DEPOSIT:** Permittee agrees to deposit the sum of _____ with the City upon execution of this permit as a security deposit to be applied toward the cost of repairing damages to the Park or to the City property caused by Permittee or to remedy other default under this Permit. Within thirty (30) days after termination of the Event under this permit, the City shall either refund the security deposit to Permittee or shall give Permittee a written accounting stating the basis of the City's claim to all or part of the security deposit. If costs of repairing damages to the Park exceed the amount of the security deposit, Permittee agrees to be responsible for all excess costs.
8. **GROUND SET UP PLAN:** Permittee agrees to submit a Ground Setup Plan to the Recreation Services Manager for approval, along with a completed permit application. The Ground Setup Plan shall specify the location of:
 - A. All temporary fence lines including entrance gates, emergency exits and access lanes and service entrances;
 - B. Rides and attractions;
 - C. First Aid stations;
 - D. All food and beverage and other vending locations;
 - E. Utility vehicle, ambulance and event truck parking;
 - F. Ticket sales booths;
 - G. Security personnel;
 - H. Portable toilets;
 - I. Areas where propane gas will be used;
 - J. Stages for entertainment and amplified sound;
 - K. Supplemental lighting
 - L. Power generators
 - M. Pedestrian circulation routes

The Ground Set-up Plan is subject to review by the City and Woodburn Fire District. If the Plan is rejected, the City will explain the reasons for rejection to the event organizer, and provide a deadline for a revision of the Plan to be re-submitted. ***The Special Event Park Use Permit is not valid without an approved Ground Set-up Plan. Permittee shall abide by the approved Ground Set-up Plan as a condition of the Permit.***

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9. **PARKING PLAN:** Permittee agrees to submit a Parking Plan to the Recreation Services Manager for approval fourteen (14) calendar days before occupying the park as stated in Section 2 of this Permit. The Plan shall identify all designated parking areas, including those located off-site. This plan will describe what measures that Permittee has taken to reduce on-street parking in surrounding neighborhoods. The plan will document agreements with off-site parking lot owners to park cars for the event and any agreements with a bus or transit company to shuttle event attendees to and from the site. Further, if utilized, the plan shall include shuttle schedules, routes and pick up and drop off locations at the off-site parking lots and the park where the event is taking place. Permittee is not authorized to allow parking on City owned property adjacent to the Woodburn Armory. The City, at its discretion, may elect to accept a Parking Plan not meeting the (14) fourteen calendar days requirement.

The City will respond to the Parking Plan within seven (7) days of its receipt. The response will indicate approval, approval with conditions, or rejection. If the Plan is rejected, the City will explain the reasons for rejection to Permittee and provide a deadline for a revision of the Plan to be re-submitted. ***This Special Event Park Use Permit is not valid without an approved off-site Parking Plan.*** Permittee shall abide by the approved Parking Plan as a condition of this Permit.

10. **ON-SITE VEHICULAR TRAFFIC:** To ensure the safety of event visitors, organizers and exhibitors, vehicular traffic within the park during the hours Event is open to the public is prohibited. This prohibition includes delivery and/ or transport vehicles. All deliveries shall be scheduled to occur during the hours Event is closed to the public. Approved off-hours vehicular movement is restricted to designated paths, roads and parking areas, and will only be authorized with prior approval. Permittee understands and agrees that failure to comply with the park traffic rules will result in revocation of the Permit. In lieu of revoking the Permit, the City, at its sole discretion after hearing from Permittee, may elect to impose a \$500.00 forfeiture per park traffic rule violation. Nothing in this provision shall limit the City's authority to issue citations for violations of any city ordinance or applicable laws.
11. **SECURITY PLAN:** Permittee agrees to submit a Security Plan to the Recreation Services Manager for approval at least fourteen (14) calendar days prior to occupying the park as stated in Section 2 of this Permit. If the Security Plan is not received within fourteen (14) calendar days prior to occupying the park, this Permit shall be revoked. The City, at its discretion, may elect to accept a Security Plan not meeting the (14) fourteen calendar days requirement.

The Security Plan shall include the following:

- A. The number of private security officers, the locations where each private security officer will be stationed and the hours each private security officer is scheduled to work at the Event.
- B. A description of the uniforms worn by private security officers working at the Event.
- C. The minimum age required of private security officers permitted to work at the Event.
- D. A crowd control plan. The crowd control plan shall include:
 - a. A description of how the private security firm intends to manage the crowd throughout the Event.
 - b. A description of the specific steps the private security firm will take to monitor specific activities within the Event, such as soccer matches, dances, or any high profile entertainment performances.
 - c. A description of the private security firm's standard for exclusion from the Event (i.e. violent, threatening, unsafe or criminal behavior, vandalism, etc.)

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- d. A description of how the private security firm will interface with the Woodburn Police Department to facilitate exclusions or manage emergency situations.
- e. The name of, and cellular telephone number for, the on-site security manager.
- E. Proof of bonding of the private security company.
- F. Proof of license and certification of the private security company by the Oregon Department of Public Safety Standards and Training.

The Recreation Services Manager and/ or Police Chief will respond to the Security Plan within seven (7) days of its receipt. The response will indicate approval, approval with conditions, or rejection. If the Plan is rejected, the Recreation Services Manager and/ or Police Chief will explain the reasons for rejection to Permittee and provide a deadline for a revision of the Plan to be re-submitted. ***This permit is not valid without an approved Security Plan.*** Permittee shall abide by the approved Security Plan as a condition of this Permit.

- 12. **RESTROOMS:** Permittee agrees to provide at least _____ portable restrooms and shall clean and service these restrooms throughout the Event on a frequent basis.
- 13. **TRASH CONTAINERS:** Permittee agrees to provide at least _____ trash containers per vending booth and shall empty these containers on a frequent basis throughout the Event, and dispose of the trash into dumpsters provided by Permittee. Permittee shall ensure that all trash is removed from the Park prior to _____.
- 14. **CLEANUP:** Permittee agrees to perform ongoing daily litter and trash cleanup of the entire permit site during the Event and at the conclusion of the Event. At the conclusion of the Event, Permittee agrees to restore the Event site to the condition existing prior to the Event so that it is useable to the public.
- 15. **PROMOTION OF SPECIAL EVENT:** Any promotion of the Event shall be entirely by Permittee at its own expense. Permittee agrees not to publicize, promote, or otherwise advertise the Event at the park location until this permit is issued, unless such promotion is authorized in advance by the Recreation Services Manager.
- 16. **INDEMNIFICATION:** Permittee shall hold harmless, indemnify and defend the city and the city's officers, employees, agents and volunteers from and against any and all loss, cost, claim, damage, injury or liability whatsoever, including reasonable attorney fees and costs of litigation and appeal, arising from the activities of Permittee. This provision does not apply to claims, loss, liability or damage or expense arising from the sole negligence, or willful misconduct, of the City.
- 17. **WAIVER:** Permittee hereby fully and unconditionally waive their individual and collective rights to recover from the City and its officers, employees, agents and volunteers, any loss, damage, restitution or compensation arising out of this Permit or out of the use of any city property associated with this agreement. The City and its officers, employees, agents and volunteers shall in no event be liable for any loss or damage suffered or incurred by Permittee, or its agents, employees, invitees or licensees for any reason whatsoever. Such waiver includes, without limitation, waiver of liability for death, personal injury, theft, damage to motor vehicles, loss of property from within motor vehicles, business interruption, lost profits, consequential damages and rights of subrogation. This provision does not apply to claims, loss, liability or damage or expense arising from the sole negligence, or willful misconduct of the City.

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18. **INSURANCE:** Without limiting Permittee's indemnification of the City, Permittee shall provide and maintain at its own expense during the term of this Permit comprehensive general liability insurance and comprehensive auto liability insurance with a combined single limit of \$1,000,000 per occurrence. Such insurance shall be primary to other insurance maintained by the City and shall name the City as additionally insured. Permittee shall provide the City a copy of such a certificate of insurance at least 14 days prior to entering the park for event preparation and set up as indicated in Section 2 of this Permit. Failure of Permittee to procure, provide to the City as described above and maintain the required insurance shall constitute a revocation of this Permit.
19. **COMPLIANCE WITH PARK RULES:** Permittee agrees to comply with all policies, rules, and laws governing the operation of the Park, and not alter or damage the Park's natural or cultural resources or man made improvements in any way through the support or operation of the Permit activities, and to be responsible for and fully repair all damage to park facilities and resources which may result from any operations under this Permit. Under no circumstances, shall nails be placed in Park trees; nor shall stakes be placed into the ground at a depth exceeding eight inches. All supplemental lighting systems shall be free standing. No attachments shall be made to existing Park systems. Permittee understands and agrees that failure to comply with the park rules will result in revocation of the Permit. In lieu of revoking the Permit, the City, at its sole discretion after hearing from Permittee, may elect to impose a \$500.00 forfeiture per park rule violation. Nothing in this provision shall limit the City's authority to issue citations for violations of any City ordinance or applicable laws.
12. **SOUND AMPLIFICATION:** In Accordance with City Ordinance No. 2312, amplified sound must be limited to a maximum of 80 dBA at Park boundaries. However, to minimize impacts on surrounding neighborhoods, the City will regulate the location and placement of all PA systems used as a part of Event and may establish specific dBA level requirements for each individual PA system based on event conditions and/ or through prior testing. Under no circumstances, shall noise levels exceed 80 dBA. The City's site management personnel, in consultation with Police Department, will monitor and regulate sound volume. This regulation of sound volume by City personnel does not relieve Permittee of their sole responsibility for complying with Ordinance No.2312, nor shall it limit the City's authority to issue citations for violations of any City ordinance or applicable laws.
21. **NEIGHBORHOOD NOTIFICATION:** Because large events have a significant impact on neighborhoods, after an application is approved, the City requires event organizers to notify the surrounding neighborhood of the Event through the issuance of flyers. The flyers should include dates, times and a description of the Event planned. It should also invite the neighborhood to participate in the Event and provide a City phone number to call should a concern arise. A copy of this flyer shall be provided to the Recreation Services Manager for approval at least 14 calendar days prior to occupying the park as stated in Section 2 of this permit. Event organizers shall distribute Event flyers to the neighborhood at least seven (7) days prior to the beginning of the Event. The City will provide Event organizers with a street map to delineate the extent of required flyer distribution. Throughout the operation of the Event and at the conclusion of the Event, Event organizers shall conduct a neighborhood clean-up detail to pick up litter left by event visitors who park throughout residential neighborhoods and business districts.
22. **ALCOHOLIC BEVERAGES:** Alcohol dispensing will only be allowed at Centennial Park, and only with the appropriate OLCC Temporary Sales/ Special Event License or an OLCC Temporary Use of

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Annual License for an event at an unlicensed location. Applications will only be considered for beer and wine; no spirits or hard liquor. Events at which alcohol will be dispensed are required to make exclusive use of the park. If alcohol dispensing is part of the park permit application, the Security Plan shall include:

- A. A detailed plan (including notations on the Ground Setup Plan) on how Event Organizer plans to manage and separate minor patrons from adult alcohol consumers.
- B. How Event Organizer will check adult patrons' ID.
- C. The number and location of private security assigned to supervise the alcohol service area (the City shall establish the number of security officers required per capita on a case by case basis except where daily event attendance is expected to exceed 2,000 persons and in that event it shall be no less than established OLCC requirements).
- D. How the Event Organizer will comply with OLCC regulations regarding food service for patrons being served alcohol.

Event organizers that authorize the sale of alcohol in violation of these policies will be provided with notice that their failure to comply with the terms of these policies will result in revocation of their permit. In lieu of revoking the permit, the City, at its sole discretion, and after hearing from the event organizer, may elect to impose a \$500.00 forfeiture. Nothing in this provision shall limit the City's authority to issue citations for violations of any City ordinance or applicable laws.

- 23. **AUTHORITY TO SUSPEND OR CANCEL:** In the event that the City Administrator, Assistant City Administrator, Public Works Director, Police Chief, or other City official designated by the City Administrator find that the activities being conducted under this Permit endanger the health and safety of any person, or will cause damage to real property, or that Permittee has not complied with any of the terms and conditions of this Permit, the City, through the action of any of the above-named City officials, may suspend or cancel this Permit. The City reserves the right, at its discretion, to suspend or cancel this Permit at any time without incurring any liability to Permittee whatsoever. Permittee agree to immediately cease all activities and events within the Park upon notice of suspension or cancellation of the Permit.
- 24. **VENDORS & EXHIBITORS:** Permittee is responsible for communicating all park and Event rules, regulations and permit requirements to any vendors and/ or exhibitors they authorize to participate in Event. Vendors must also possess a City of Woodburn business or solicitors license. Permittee will make every effort to seek vendor compliance with these rules. However, the City reserves the right to expel from a facility any vendor that the City determines is not in compliance with provisions of the permit or City rules & regulations. The City will report suspected code violations to appropriate regulatory agencies.
- 25. **PRE-EVENT WALKTHROUGH:** Permittee and City will conduct a pre-event walk through at the Event location at least one day prior to the start of the Event. Permittee agrees to comply with any additional instructions, site set-up changes and/ or restrictions issued by City that result from this walk through.
- 26. **OTHER APPROVALS AND PERMITS:** Permittee agrees and understands that, apart from this Permit, it is necessary to obtain other permits and approvals in order to conduct the Event. Permittee understands and agrees that these permits and approvals include, but may not be limited to, the following:

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- A. Permittee must require food vendors to obtain a temporary restaurant license from the Marion County Health Department.
- B. For any amusement rides, Permittee must obtain inspection and approval of the State of Oregon, Building Codes Division and display a current operating permit for each ride.
- C. An emergency access plan for the Event must be approved by the Woodburn Fire District. Additionally, the Woodburn Fire District has developed public event requirements which must be strictly adhered to.
- D. A dance permit must be obtained through the Woodburn City Recorder for any public dance.
- E. No signage may be displayed by Permittee unless a Temporary Sign Permit has been issued by the Community Development Department. No signs will be permitted within the public right-of way.
- F. A Parade Permit must be issued by the Woodburn Police Department for any parades on City streets or in the public right-of-way.

The City may revoke this Permit if Permittee fails to obtain all of the necessary permits and approvals for any specific activity in which it engages.

- 27. **ANTI-DISCRIMINATION/COMPLIANCE WITH LAWS:** Permittee agrees not to discriminate against any individuals on account of color, race, religion, ancestry, or national origin and to comply with all applicable federal, state and local rules, regulations and ordinances.
- 28. **ASSIGNMENT:** Permittee understands and agrees that this Permit is a license agreement and is not a lease, and that the Permit is a personal, revocable and unassignable permission to perform the acts herein set out without reserving or granting to Permittee any interest in real property or other interest.
- 29. **PERMITTEE STATUS:** The parties hereto agree that Permittee, its officers, agents and employees, in the performance of this permit shall act in an independent capacity and not as officers, employees or agents of the City.
- 30. **NO THIRD PARTY BENEFICIARIES:** This Permit is not intended nor shall it be construed as granting any rights, privileges, or interests in any third party without mutual written agreement of the parties hereto.

PERMITTEE:

CITY OF WOODBURN:

By:

Title:

Date:

By:

Kristin Wierenga,
Recreation Services Manager

Date: